

IMPORTANT NOTICE:

PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) BEFORE USING THE ONESPAN PRODUCTS.

IF YOU ARE A CONSUMER, YOU MAY HAVE CERTAIN STATUTORY RIGHTS THAT CANNOT BE MODIFIED BY CONTRACT. NO PROVISION IN THIS AGREEMENT SHALL HAVE THE EFFECT OF MODIFYING YOUR STATUTORY RIGHTS TO THE EXTENT SUCH MODIFICATION IS EXPRESSLY PROHIBITED BY APPLICABLE LAW.

“OneSpan” means OneSpan North America Inc. (formerly VASCO Data Security Inc.), 121 West Wacker, Ste. 2050, Chicago, Illinois 60601, United States of America (“U.S.”) (if You are located in North, South, Central America or the Caribbean) and/or OneSpan International GmbH (formerly VASCO Data Security International GmbH), Balz Zimmermann-Strasse 7, CH-8152 Glattbrugg, Switzerland (if You are located in a region other than North, South, Central America or the Caribbean).

“OneSpan™”, “DIGIPASS®”, “IDENTIKEY®”, “VACMAN®”, and “CRONTO®” mean the trademarks and service marks owned by OneSpan or its licensors that identify OneSpan, and the OneSpan Products and/or OneSpan Services made available pursuant to this Agreement.

“OneSpan Client Software” means the machine-readable object code version of a OneSpan Software that is either embedded in a OneSpan Hardware or downloaded and installed on a client device, including activation codes and related documentation.

“OneSpan Hardware” means the authentication devices and appliances that OneSpan makes generally available pursuant to this Agreement, such as the DIGIPASS® devices, but excluding any computer programs embedded therein.

“OneSpan Products” means the OneSpan Hardware and OneSpan Software made available pursuant to this Agreement.

“OneSpan Server Software” means the OneSpan Software designed for installation and use on a computer server and includes the software platform VACMAN® Controller and IDENTIKEY® with which other OneSpan Products are licensed to operate.

“OneSpan Service” means the maintenance, support and/or other services made available pursuant to a separate agreement with OneSpan, excluding any warranty services provided under this Agreement.

“OneSpan Software” means the machine readable object code version of all computer programs, activation codes and related documentation that OneSpan makes generally available pursuant to this Agreement, including OneSpan Server Software and OneSpan Client Software, and any patch, fix, update or upgrade provided as part of the OneSpan Services or otherwise.

AGREEMENT

THIS AGREEMENT IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN ONESPAN AND YOU. BY OPENING THE PACKAGE, CLICKING ON THE “I AGREE” BUTTON, DOWNLOADING AND/OR INSTALLING THE ONESPAN SOFTWARE, USING THE ONESPAN PRODUCTS OR OTHERWISE INDICATING YOUR ASSENT TO THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU AGREE TO AND ACCEPT ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK ON THE “CANCEL” BUTTON AND/OR DO NOT DOWNLOAD, INSTALL OR ACTIVATE THE ONESPAN SOFTWARE OR USE THE ONESPAN PRODUCTS. YOU MAY RETURN THE ONESPAN PRODUCTS ALONG WITH YOUR PROOF OF PURCHASE TO ONESPAN OR ITS AUTHORIZED RESELLER WITHIN TEN (10) DAYS OF THE DATE OF YOUR PURCHASE FOR A FULL REFUND (LESS SHIPPING AND HANDLING AND ANY APPLICABLE TAXES EXCEPT IN CERTAIN STATES AND COUNTRIES WHERE SHIPPING, HANDLING AND TAXES ARE REFUNDABLE).

ATTENTION: THIS AGREEMENT INCLUDES A LICENSE FOR ONESPAN SOFTWARE. IT DOES NOT PROVIDE FOR A SALE OR TRANSFER OF ANY INTELLECTUAL PROPERTY RIGHTS TO YOU. THE ONESPAN PRODUCTS ARE PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS:

A. LICENSE

1. Unless OneSpan otherwise specifically agrees in writing, You have an indefinite term, non-exclusive, non-transferable, limited right to use the OneSpan Software solely in conjunction with the OneSpan Products and OneSpan Services, and in accordance with the terms of this Agreement (“License”). This License is granted to You individually, or if You are authorized to acquire OneSpan Software on behalf of Your company or other organization, the License is granted to the entity on whose behalf You act.

2. You agree to use the OneSpan Server Software only on the number of primary computer servers and backup computer servers that OneSpan has authorized in writing for a specified operating system. The maximum number of users permitted to use the OneSpan Server Software at any one time is the number of users (i) specified in the purchase order(s) accepted by OneSpan or its authorized reseller, (ii) set forth in the accompanying OneSpan documentation, or (iii) otherwise specifically authorized in writing by OneSpan or its authorized reseller. Except with OneSpan's express written consent, redistribution of OneSpan Server Software is not permitted.
3. If OneSpan provides You the OneSpan Client Software without the activation code, You acquire a limited license to download and install the OneSpan Client Software on a device that You own or control. If You download and install the OneSpan Client Software to access an enterprise application, You obtain the right to use the OneSpan Client Software and/or the activation code from or by authority of the organization employing the enterprise application subject to the terms of a license agreement between OneSpan and the organization. In any case, Your right to download, install and/or use the OneSpan Client Software and the activation code is subject to the relevant provisions in Sections B and C hereof. Redistribution of the OneSpan Client Software is not permitted, except as expressly authorized in this Agreement.
4. You agree to load and use the activation codes only into and with the OneSpan Server Software with which the OneSpan Hardware or other client devices using the OneSpan Client Software are licensed to operate. You acknowledge that each activation code is intended to associate a single OneSpan Hardware or other device with such licensed OneSpan Server Software and will not be used to associate such devices with any other program or platform unless authorized by OneSpan in writing. You agree that You are solely responsible for maintaining the confidentiality of all activation codes.
5. If You access OneSpan Software for trial use, OneSpan provides You a non-exclusive, non-transferable right to use the OneSpan Software with limited features and for a limited period, solely for internal evaluation and testing purposes and not for production use. You acknowledge that the OneSpan Software may contain a security code that renders the OneSpan Software inoperable upon expiration of such period. To the fullest extent permitted by applicable law YOU ACCEPT THE OneSpan SOFTWARE FOR TRIAL USE "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND.
6. You agree to ensure that all employees, agents or other parties who will use the OneSpan Products are notified of the terms and conditions of this Agreement prior to such employee, agent or other party using the OneSpan Products, and that use of the OneSpan Products by such employees, agents or other parties is in accordance with the terms of this Agreement.
7. License for the OneSpan Software is conditioned upon payment of all license fees due. Unless otherwise expressly agreed, the License will apply to any updates or upgrades of the OneSpan Software that may be made available to You, subject to payment of the applicable maintenance or other fees.

B. RESTRICTIONS

1. You may use the OneSpan Products only for Your business purposes or such other purposes as specifically authorized by OneSpan or its authorized reseller in writing.
2. You must not:
 - use or copy the OneSpan Software except as expressly permitted by law and by this Agreement;
 - translate, reverse engineer, decompile, disassemble or attempt to derive the source code or object code of the OneSpan Software, except to the extent expressly permitted by applicable mandatory law;
 - rent, lease, assign or otherwise transfer the OneSpan Software, OneSpan Hardware and/or activation codes except as expressly agreed by OneSpan in writing;
 - modify the OneSpan Software or merge all or any part of the OneSpan Products with any unauthorized program, unless the OneSpan Product is designed and intended for such use or OneSpan approves such use in writing;
 - modify or delete any copyright, trademark, or other proprietary rights notice on the OneSpan Products and/or related documentation, or copy, except to the extent permitted in this Agreement or by applicable law, any OneSpan Product or related documentation without reproducing OneSpan's copyright, trademark or proprietary rights notices on each copy, or impair in any way OneSpan's copyright, trademark or other proprietary rights;
 - use, copy, modify or create new activation codes unless expressly permitted in this Agreement; or
 - use or allow the use of OneSpan Products in violation of U.S., European and other applicable export regulations, or for any other unlawful activity or in any unauthorized manner.

C. REDISTRIBUTION AND SUBLICENSING OF ONESPAN CLIENT SOFTWARE

Your license to the OneSpan Server Software extends to You a right to redistribute and to sublicense the OneSpan Client Software subject to a separate agreement with Your authorized OneSpan Client Software user under terms no less protective of OneSpan than the terms herein, and subject to the following:

1. Use Restrictions:

- (i) You will permit use of the OneSpan Client Software only on the OneSpan Hardware or client device that OneSpan has authorized in writing. The maximum number of users of OneSpan Client Software at any one time and/or the maximum number of OneSpan Hardware or client device on which the OneSpan Client Software may be installed and used at any one time, is the number (a) specified in the purchase order(s) accepted by OneSpan or its authorized reseller, (b) set forth in accompanying OneSpan documentation, or (c) specifically authorized by OneSpan or its authorized reseller in writing.
- (ii) OneSpan Client Software users acquire a limited, non-exclusive, non-transferable right to use the OneSpan Client Software on a device that the user owns or controls, and only in conjunction with a licensed OneSpan Server Software.
- (iii) Use of OneSpan Client Software is subject to the relevant restrictions in Sections B and C of this Agreement.
- (iv) A violation of any license or use restriction immediately terminates the right to use the OneSpan Client Software and You agree to immediately terminate access to the OneSpan Server Software.

2. Disclaimer of Liability:

- (i) You are solely responsible for any update, upgrade, and support that You extend or make available directly or indirectly to Your authorized OneSpan Client Software users, and for all liability arising from redistribution and sublicensing.
- (ii) You acknowledge and agree that OneSpan's limited warranties and limited indemnity available to You under Sections H, I, J and L of this Agreement do not extend to Your OneSpan Client Software users, and that OneSpan makes no warranty and disclaims liability of any kind to Your OneSpan Client Software users.
- (iii) You agree to defend, indemnify, and hold OneSpan free and harmless from any claim arising from or relating to Your redistribution and sublicensing of the OneSpan Client Software.

D. OWNERSHIP

1. All trademarks, service marks, patents, copyrights, trade secrets and all other intellectual property and proprietary rights in and to the OneSpan Products and/or OneSpan Services are and will remain the exclusive property of OneSpan or its licensors, whether or not specifically recognized or perfected under applicable law. Use of some third party materials included in the OneSpan Software may be subject to other terms and conditions in a separate license agreement or "Read Me" file written in such materials.
2. You will not take any action that jeopardizes OneSpan's or its licensors' proprietary rights or acquire any right in the OneSpan Products except the limited use rights set forth in this Agreement.

E. CONFIDENTIALITY

1. You acknowledge that the OneSpan Products incorporate confidential and proprietary information developed or acquired by or licensed to OneSpan. You agree to take all reasonable precautions necessary to safeguard the confidentiality of the OneSpan Products, including (i) those taken by You to protect Your own confidential information, and (ii) those which OneSpan or its authorized representative may reasonably request from time to time. You will not allow the removal or defacement of any confidentiality or proprietary notice placed on the OneSpan Products. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.
2. You will not disclose, in whole or in part, any information on the OneSpan Products designated as confidential to any individual, entity or other person except to Your employees who have a need to know and agree to comply with the use and non-disclosure restrictions applicable to the OneSpan Products under this Agreement and any accompanying documentation. If requested by OneSpan, You shall cause such employees to execute appropriate confidentiality agreements. You acknowledge that any unauthorized use of the OneSpan Products or disclosure of confidential information may cause irreparable damage to OneSpan and its licensors. If an unauthorized use or disclosure occurs, You will immediately notify OneSpan and take, at Your expense, all steps available to recover the OneSpan Products and confidential information to prevent further unauthorized use or dissemination.
3. You will have no confidentiality obligation with respect to any portion of the OneSpan Products that (i) You independently developed before receiving the OneSpan Products under this Agreement, (ii) You

lawfully obtained from a third party under no confidentiality obligation, or (iii) became available to the public other than as a result of any act or omission by You or any of Your employees.

F. DATA PROTECTION

1. OneSpan may collect certain personally identifiable information about You ("Personal Data") in the process of installation or activation of the OneSpan Software or in the process of using the OneSpan Products or receiving the OneSpan Services. Personal Data may be stored in Belgium, Switzerland, the U.S. or other jurisdictions. By accessing or using the OneSpan Software, You consent to the transfer of Your Personal Data from the European Union and/or Switzerland to the U.S. and vice versa or to jurisdictions that may not provide an equivalent level of protection as the laws in Your home jurisdiction. You represent and warrant that You have provided all necessary notices to and obtained all necessary consents from relevant individuals in order to transfer their Personal Data to OneSpan for the purposes and in the manner described herein.
2. OneSpan and its affiliates may use and process Personal Data to provide You with the OneSpan Products and OneSpan Services requested, to respond to Your inquiries and requests, to provide customer support activities, to operate OneSpan's business, and to manage and administer Your account. OneSpan may disclose Your Personal Data for business purposes only on a need-to-know basis and only with (i) OneSpan employees and affiliates, (ii) You, from whom OneSpan received the Personal Data, (iii) OneSpan's subcontractors and third party service providers that have agreed to safeguard Personal Data in a like manner as OneSpan safeguards such information, and (iv) with other entities authorized to have access to such information under applicable law or regulation. OneSpan may disclose Personal Data when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. OneSpan shall have no duty to notify You of such compliance with law.
3. OneSpan takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Data and to prevent its unauthorized use or disclosure. You can request access to Your Personal Data that OneSpan maintains about You by contacting OneSpan. To protect Your privacy, OneSpan will take reasonable steps to verify Your identity before granting access to or making changes to Your Personal Data.

G. TERM AND TERMINATION

1. This Agreement commences upon the earliest of You (i) accepting (by means of clicking on the "I AGREE" button) the terms and conditions contained herein, (ii) installing or activating the OneSpan Software, and/or (iii) using or allowing use of the OneSpan Products.
2. Use of the OneSpan Software provided pursuant to this Agreement may be subject to recurring fees, in whole or in part, payable as specified in accompanying terms, documentation, purchase orders, related technical information and/or other materials. You acknowledge and agree that You will be entitled to continue using such OneSpan Software only upon payment of applicable then-current renewal fees.
3. You may terminate this Agreement at any time without right to refund. This Agreement will automatically terminate if You (i) fail to comply with any of its terms or conditions, (ii) fail to renew the License and pay the applicable fees, (iii) fail to pay amounts due on a timely basis, or (iv) if You become insolvent or enter into bankruptcy or any other proceeding that relates to insolvency or protection of creditors' rights.
4. Upon the termination of this Agreement for any reason, all rights granted to You herein will cease and You agree to completely delete and to destroy all copies of the OneSpan Software including, but not limited to, any OneSpan Client Software embedded in or installed on client devices and all activation codes. The Confidentiality and Indemnity provisions and the Limitations of Warranties and Liability set forth herein shall continue in force after any termination.

H. LIMITED SOFTWARE WARRANTY

1. Except as otherwise provided by applicable law, or as agreed with OneSpan pursuant to a separate agreement, OneSpan warrants that the storage media in the OneSpan Software will be free from defects in materials and workmanship for ninety (90) days from the date that You acquire the storage media. If such a defect occurs within the warranty period, return it to OneSpan or its authorized reseller for a free replacement. This remedy is Your exclusive remedy for breach of this warranty.
2. OneSpan warrants that the OneSpan Software will (i) conform to published OneSpan Product specifications in effect on the date that You receive the OneSpan Software, and (ii) perform substantially as described in the accompanying documentation for a period of ninety (90) days after delivery. You acknowledge that (i) the OneSpan Software may not satisfy all of Your requirements, and (ii) use of the

OneSpan Software may not be uninterrupted or error-free. You further acknowledge that the OneSpan Software license fees and other charges contemplated under this Agreement are based on the limited warranties, disclaimers and limitations of liability in this Agreement and that such charges would be substantially higher if any of these provisions were unenforceable.

3. In case of a breach of the warranty set forth above or any other duty related to quality, OneSpan will, at its option, correct or replace the defective OneSpan Software or, if OneSpan determines that this is not practicable, OneSpan or its authorized reseller will accept return of the defective OneSpan Software in exchange for a refund of the price You paid for such OneSpan Software for the period during which the OneSpan Software was not usable. You acknowledge and agree that this Section H sets forth Your exclusive remedy and OneSpan's exclusive liability for any breach of warranty or other duty related to the quality of the OneSpan Software.

I. LIMITED HARDWARE WARRANTY

1. Except as otherwise provided by applicable law, or as agreed with OneSpan pursuant to a separate agreement, OneSpan warrants that for a period of ninety (90) days following Your receipt of the OneSpan Hardware, the OneSpan Hardware will be free from faults in manufacture and materials as described in the OneSpan warranty documentation included with shipment of the OneSpan Hardware. OneSpan does not warrant that the OneSpan Hardware will operate uninterrupted or error-free. OneSpan will not be liable for defects in the OneSpan Hardware notified by You after expiration of the warranty period.
2. If any defective OneSpan Hardware is to be returned pursuant to this Agreement, OneSpan will, in its discretion, provide You or the authorized reseller from whom You acquired the OneSpan Hardware with a Return Material Authorization ("RMA") number. OneSpan will examine the returned OneSpan Hardware and notify You or the authorized reseller of: (i) the part of the OneSpan Hardware covered by the limited warranty set forth in this Section I, and (ii) the part of the OneSpan Hardware not covered by this limited warranty and the reason therefor. For OneSpan Hardware not covered by the limited warranty but can be reworked (i.e. new label, erasure of all data), OneSpan will, in its discretion, submit an offer to You, directly or through the authorized reseller, to rework the OneSpan Hardware.
3. In case of breach of the warranty set forth in this Section I or other duty related to quality, OneSpan will, at its option, repair or replace the OneSpan Hardware according to the applicable warranty documentation. You agree to the use of remanufactured or refurbished OneSpan Hardware subject of such repair or replacement. If OneSpan determines that repair or replacement is not practicable, You may return the OneSpan Hardware to OneSpan or, as directed by OneSpan, to the authorized reseller in exchange for a refund of the price actually paid for the defective item less depreciation based on a three (3) months straight line depreciation schedule. You acknowledge that this Section I sets forth Your exclusive remedy and OneSpan's exclusive liability for any breach of warranty related to the quality of the OneSpan Hardware.

J. NO IMPLIED SERVICE WARRANTY

Except to the extent specifically prohibited by applicable law in Your jurisdiction, or as agreed pursuant to a separate agreement, all OneSpan Services are made available and provided "as is" and "as available," without condition, endorsement, guarantee, representation or warranty of any kind by OneSpan, and subject to OneSpan's then-current applicable charges. All upgrades or new versions of the OneSpan Software are offered as separately-priced items, unless otherwise agreed by OneSpan in writing. OneSpan assumes no responsibility for services made available through or provided by independent third parties except as and to the extent OneSpan has otherwise expressly agreed or as required under applicable law.

K. DISCLAIMER

1. The limited warranties set forth in Sections H and I do not apply to the extent any defects or malfunctions in the OneSpan Products result from extrinsic causes, such as (i) natural disasters including fire, smoke, water, earthquakes or lightning, (ii) electrical power fluctuations or failures, (iii) Your failure to comply with the conditions and storage instructions specified in any Warranty Defect documentation, (iv) any other abuse, misuse, accident, alteration, or neglect of the OneSpan Product, (v) repair, correction or modification of the OneSpan Product not provided or authorized by OneSpan, or (vi) the combination of the OneSpan Product with software or services not provided or authorized by OneSpan.
2. OneSpan makes no warranty or assurance of any kind for third party products or services, including OneSpan Software derived from third-party software as well as Open Source Software. "Open Source Software" means any software for which the human-readable program instructions known as source code are made freely available to the public to inspect, copy, modify and distribute. Open Source

Software is made available subject to any applicable third party license agreement accompanying such software.

3. **EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS H AND I AND THE LIMITED INDEMNITY SET FORTH IN SECTION L, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE ONESPAN PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.**

L. LIMITED INDEMNITY

1. If an action is brought against You claiming that the OneSpan Software infringes a patent or copyright, OneSpan will defend You at OneSpan's expense and, subject to this Sections L and M, pay the damages and costs finally awarded against You in the infringement action, but only if (i) You notify OneSpan promptly upon learning that the claim may be asserted, (ii) OneSpan has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) You take no action that, in OneSpan's judgment, is contrary to its interests.
2. If a court order in an infringement claim restrains Your use of the OneSpan Software, You will permit OneSpan, at its option and expense, to (i) procure the right to continue using the OneSpan Software, (ii) replace or modify the OneSpan Software to eliminate the infringement while providing functionally equivalent performance, or (iii) accept the return of the OneSpan Software and refund to You the amount actually paid to OneSpan for such OneSpan Software, less depreciation based on a twenty-four (24) month straight-line depreciation schedule.
3. OneSpan will have no indemnity obligation to You if the patent or copyright infringement claim results from (i) a correction or modification of the OneSpan Software not provided by OneSpan, (ii) the failure to promptly install a patch, fix or update, if provided, or (iii) the combination of the OneSpan Software with other non-OneSpan products. You acknowledge and agree that this Section sets forth Your exclusive remedy and OneSpan's exclusive liability for any actual or alleged infringement or misappropriation claim related to the OneSpan Products.
4. You agree to indemnify and hold OneSpan, its parents, subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any third party claims, demands, costs, damages, losses, liabilities and expenses, including reasonable attorney's fees, made by any third party arising out of or in connection with Your breach of this Agreement.

M. LIMITATION OF LIABILITY

NEITHER ONESPAN NOR ITS AFFILIATES, RESELLERS, LICENSORS OR SUPPLIERS SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOST OR DAMAGED DATA DOWNTIME, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ONESPAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THEY ARE FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING OUT OF BREACH OR FAILURE OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH ONESPAN OR ITS AFFILIATES, RESELLERS, LICENSORS AND SUPPLIERS MAY INCUR IN ANY AND ALL ACTIONS OR PROCEEDINGS EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE RESPECTIVE ONESPAN PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSION AND LIMITATION. SOME COUNTRIES DO NOT ALLOW THE LIMITATION OF CONSEQUENTIAL OR INDIRECT DAMAGES IN CONTRACTS WITH CONSUMERS SO THAT THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

N. COMPLIANCE WITH LAWS AND WARRANTIES

1. You shall, at Your expense, comply with all laws, regulations and other legal requirements that apply to Your purchase and use of the OneSpan Products, including tax, foreign exchange, data protection and waste disposal laws and regulations.
2. The OneSpan Products and related technical information, documents and materials are subject to the U.S. Export Administration Regulations, U.S. and European Union trade sanctions and other applicable laws. You will: (i) comply strictly with all legal requirements established under these controls, (ii) cooperate with OneSpan in any audit or inspection that relates to these controls, and (iii) not export, re-

export, divert, transfer, directly or indirectly, any OneSpan Products and related materials or products thereof to any destination, company or person restricted or prohibited by these controls.

3. You represent and warrant that: (i) You will not use the OneSpan Products for or in connection with any purpose or activity that is illegal or unlawful in the territory or jurisdiction in which the OneSpan Products are made accessible or available ("Proscribed Use"), (ii) You will not use or deal with the OneSpan Products in any way that will expose OneSpan or any of its directors, officers or employees to liability under any applicable law including without limitation environmental, securities, anti-corruption, anti-gambling or other penal laws, (iii) You have implemented reasonable policies, procedures and controls designed to prevent Proscribed Use of OneSpan Products ("Controls"), and these Controls include measures to prevent the re-shipment or other delivery of OneSpan Products to end-users in any such jurisdictions, (iv) You and Your authorized users are not ordinarily resident in an embargoed country or prohibited end-users under applicable U.S. export and anti-terrorism laws or regulations.
4. Notwithstanding anything to the contrary, You agree to fully indemnify OneSpan for any expense, liability or damage, whether or not consequential, indirect, incidental, special, exemplary, or punitive, that OneSpan may suffer or incur in the event that the Controls fail to prevent a Proscribed Use, or where You otherwise breach the representations and warranties set forth in this Section.

O. GENERAL

1. If there is any inconsistency between this Agreement and any OneSpan Software license or other end-user agreement provided in the packaging or accompanying materials of a OneSpan Product, the provisions of this Agreement shall apply to the extent of the inconsistency. If there is any inconsistency between this Agreement and any OneSpan Software license or end-user agreement provided in connection with any upgrades or updates to the OneSpan Software, the provisions of such other license or end-user agreements shall apply to the extent of the inconsistency. In the event of any inconsistency between this Agreement and any separate written agreement between OneSpan and You, the provisions of the separate agreement shall apply to the extent of the inconsistency.
2. If this Agreement is translated into a language other than English, the English version will prevail to the extent of any conflict or discrepancy in meaning between the English version and any translation. Unless and only to the extent prohibited by law in Your jurisdiction, any disagreements, disputes, mediation, arbitration or litigation relating to this Agreement shall be conducted in the English language, including without limitation any correspondence, discovery, submissions, filings, pleadings, oral pleadings, arguments, oral arguments and orders or judgments.
3. This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois, U.S., if You are located in North, South, Central America or the Caribbean, and will be governed by and interpreted in accordance with the laws of Switzerland, if You are located in any region other than North, South, Central America or the Caribbean. Any dispute, claim or controversy arising out of or relating to this Agreement shall be submitted to binding arbitration in the State of Illinois pursuant to the AAA rules of arbitration, if You are located in North, South, Central America or the Caribbean, and shall be submitted to binding arbitration in Switzerland pursuant to the ICC rules of arbitration, if You are located in any region other than North, South, Central America or the Caribbean. You and OneSpan exclude from this Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods. OneSpan may seek injunctive relief or file for collection of debt in courts with appropriate jurisdiction as may be necessary.
4. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
5. Except when provided otherwise in this Agreement, or as agreed with OneSpan pursuant to a separate agreement, all notices or approvals must be given in writing to OneSpan at the address indicated at the beginning of this Agreement. In addition, OneSpan may give You notice electronically, which electronic notice shall be deemed duly given when transmitted to an email address furnished by You to OneSpan.
6. You may not assign or transfer Your rights or duties in whole or in part to a third party without the written consent of OneSpan. Any waiver or modification of this Agreement shall be in writing and signed by OneSpan.
7. The terms, conditions and warranties contained in this Agreement which by their nature and context are intended to survive the performance hereof shall so survive the expiration or termination of this Agreement.
8. Except as otherwise specifically agreed by You and OneSpan, this Agreement constitutes the entire agreement between You and OneSpan with respect to the OneSpan Products, and this Agreement

supersedes any other agreement or discussions, oral or written, and may not be changed except by a written signed agreement.
